

**STATE OF VERMONT
SUPERIOR COURT
WASHINGTON UNIT**

STATE OF VERMONT,)	
Plaintiff)	
)	
v)	CIVIL DIVISION
)	Docket No 702-11-13 Wncv
CHARLES NESTOR, DBA)	
EXPOS AND SHOWS /)	
MADE IN VERMONT USA)	
Defendant)	

CONSENT DECREE, FINAL ORDER AND JUDGMENT

To resolve the allegations in the Complaint filed in the above-captioned matter, the parties, the State of Vermont and Defendant Charles Nestor d/b/a Expos and Shows / Made in Vermont USA (“Defendant”), stipulate and agree to the following.

BACKGROUND

The State of Vermont alleges and Defendant admits the following:

- 1 Between April and August 2011, Defendant Nestor, under the names Expos and Shows and Made in Vermont USA, solicited payments from Vermont consumer businesses to participate as exhibitors, vendors, sponsors, and advertisers (collectively, “Participants”) in a “Made in Vermont Festival,” scheduled to take place September 10-11, 2011, at Waterfront Park in Burlington, Vermont (the “Festival”); and a Guide to Made in Vermont Products & Services, an online PDF publication and companion piece to the Made in Vermont Festival (the “Guide”).
2. Defendant collected \$23,258.50 (twenty-three thousand, two hundred and fifty-eight dollars and fifty cents) from forty-eight (48) Vermont businesses seeking to be Participants. These businesses paid Nestor amounts ranging from \$50 (fifty

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dollars) to \$4,985 (four thousand, nine hundred and eighty-five dollars). Defendant collected payments from Participants as late as August 5, 2011

3 Participants were not warned of the possibility that the Festival would not take place.

4 On or about August 22, 2011, Defendant sent a letter to the Participants announcing that the Festival would be postponed, and that Participants would receive booth-space in a future festival, sponsorship of a future festival, and/or advertising in the Guide.

5 The Festival was not held on September 10-11, 2011, a rescheduled date was never announced, and the Guide was never published.

6. Defendant asserts that the failure to hold the festival or publish the guide was due to insolvency as of August 22, 2011

7 Marketing materials for the Festival included the use of brand logos of well known local businesses that Defendant did not have permission to use.

8 Based on the facts above, the Attorney General alleges that Defendant has violated of the Consumer Protection Act.

REMEDY

Defendant is enjoined and restrained as follows:

9 Defendant will not produce or attempt to produce or promote any trade shows or festivals in the state of Vermont, nor will he attempt to collect advertising for any guide in the state of Vermont for five years, and thereafter must:

a. first post a bond of \$20,000 (twenty thousand dollars) and deliver the bond to the Office of the Attorney General,

b. hold the initial \$20,000 (twenty thousand dollars) in receipts in an escrow account until the conclusion of the event or publication of the guide, and report the location and account number of the escrow account to the Office of the Attorney General, and

c. in the event the event or guide does not take place, any participant in the event or guide will receive their pro rata share of amounts paid from the proceeds of the bond and escrow account.

10 Defendant has conducted an accounting and reported to the Attorney General's Office all moneys collected from exhibitors, vendors, and sponsors related to the Festival and the Guide.

11 Should Defendant plan to produce or promote a trade show, Defendant shall notify the Office of the Attorney General of his intent at least six months prior to the planned date of the trade show, or within thirty days of any acts taken to produce the trade show (*i.e.* reserving facilities, hiring employees, placing ads in media, contacting prospective participants), whichever is sooner

12. Defendant shall notify the Office of the Attorney General of any new change in his address, telephone number or email address for the next 5 years, and thereafter whenever he takes any action to produce or promote a trade show in the State of Vermont.

13 Within ten (10) days of signing this Assurance of Discontinuance, Defendant shall pay a total of \$10,000.00 (ten thousand dollars) to the State of Vermont, in care of the Vermont Attorney General's Office, as civil penalties and costs in this matter

14 Defendant shall provide restitution of 100% of all monies collected from exhibitors, vendors, and sponsors related to the Festival or the Guide.

15 Based on Defendant's demonstrated inability to pay the penalty listed in paragraph 13 or the restitution listed in paragraph 14, and upon review of the financial information Defendant provided to the Office of the Attorney General, Defendant is not required to pay the penalty required to by paragraph 13 or the restitution required to by paragraph 14 at this time, provided that, if it is determined that the financial information provided to the Office of the Attorney General is inaccurate in any material respect, the Attorney General may seek to impose an appropriate penalty in addition to payment of restitution.

16 No later than May 1, 2014, Defendant shall submit to the Vermont Attorney General's Office a sworn and accurate statement of his income for the calendar year 2013 and then-current assets and liabilities Defendant shall submit to the Vermont Attorney General's office an accurate copy of his income tax return for the calendar year 2013 within 14 (fourteen) days of filing the return.

17 No later than May 1 of each calendar year beginning in 2015 and ending in 2019, Defendant shall submit to the Vermont Attorney General's Office accurate copies of his income tax returns for each of the calendar years 2014 through 2018, respectively, along with sworn and accurate statements of his then-current assets and liabilities.

18 In the event that an income tax return or statement of assets and liabilities required by paragraphs 16-17, above, shows that Defendant has pre-tax income exceeding \$50,000 00 (fifty thousand dollars), and/or net assets exceeding

\$80,000.00 (eighty thousand dollars), Defendant shall, no later than June 1 of that year, pay to the State of Vermont, in care of the Attorney General's Office, an amount equal to 20 (twenty) percent of any pre-tax income exceeding \$50,000 00 (fifty thousand dollars), plus an amount equal to 20 (twenty) percent of any net assets exceeding \$80,000 00 (eighty thousand dollars), provided that once that individual has paid a total of \$33,258.50 (thirty-three thousand, two hundred and fifty-eight dollars and fifty cents) pursuant to this paragraph, he shall have no further liability or further obligation to report under this paragraph.

19 Any pre-tax income or net assets described in paragraph 18, shall exclude the income and assets Defendant's spouse or partner. The income and assets of Defendant's spouse or partner shall not be subject to this Final Judgment. Any attempt by Defendant to contravene this Final Judgment by placing income or assets under the control of any spouse or partner shall be considered a violation of this Final Judgment.

20 Defendant shall comply strictly with all provisions of Vermont law, including but not limited to the Consumer Protection Act.

FURTHER ELEMENTS OF JUDGMENT

21 This Court has jurisdiction of the subject matter over this action and the Defendant. Jurisdiction is retained by this Court over this Final Judgment and the parties for the purpose of enabling any of the parties to apply to this Court at any time for orders and directions as may be necessary or appropriate to carry out or construe this Revised Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

22. The Court finds Defendant to have been in violation of the Consumer Protection Act, 9 V.S.A. § 2435

23 This Final Judgment shall be binding on Charles Nestor, Expos and Shows, Made in Vermont USA, and their successors and assigns. The State of Vermont hereby releases and discharges any and all claims that it may have against Charles Nestor, Expos and Shows, Made in Vermont USA, and their parents, subsidiaries, affiliates, officers and directors, based on conduct or activities arising under or in connection with this Final Judgment.

24 This Final Judgment shall expire on the tenth anniversary of the date of its entry

25 Entry of this Final Judgment is in the public interest because it will protect Vermont consumers in the event Defendant attempts to organize any future events, and will make whole the Vermont consumers that have been harmed by Defendant's actions to the extent practicable.

STIPULATION

Defendant Charles Nestor acknowledges receipt of and voluntarily agrees to the terms of this Consent Decree and waives any formal service requirements of the Consent Decree, Order and Final Judgment.

DATED at _____, Vermont this ____ day of _____, 2014.

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Charles Nestor

ACCEPTED on behalf of the State of Vermont

DATED at Montpelier, Vermont this _____ day of _____, 2014

STATE OF VERMONT
WILLIAM H. SORRELL
ATTORNEY GENERAL

by _____
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DECREE, ORDER AND FINAL JUDGMENT

This Consent Decree is accepted and entered as a Decree, Order and Final Judgment of this Court in the matter of: State of Vermont v Charles Nestor d/b/a Expos and Shows / Made in Vermont USA, Docket No 702-11-13 Wnev

SO ORDERED

DATED at Montpelier, Vermont this _____ day of _____, 2014.

Washington Superior Court Judge

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